



Funded by the
Erasmus+ Programme
of the European Union

PARTNERSHIP AGREEMENT

Under the Erasmus+ Programme

KA2 STRATEGIC PARTNERSHIP PROJECT
„Multilingual Car Mechanics E-Pictionary“
Nr. 2022-1-LT01-KA220-VET-000087272

This contract, drawn up under the Community programme Erasmus+ shall govern relations between:

Official name: **Vilniaus automechanikos ir verslo mokykla**

Official Status: Public institution

Institution code: 190971271

Address: Geležinio Vilko g. 16, LT-03163 Vilnius

VAT: LT909712716

OID E10087345,

hereafter named "**the Coordinator**", represented by Principal Elena Pelakauskienė

of the one part,

and

Official name: **Tartu Rakenduslik Kõlledž**

Official Status: Public institution

Institution code: 75024308
Address: Kopli 1, Tartu 50115 (Estonia)
VAT: EE100786499
OID: E10071743

hereafter named "**the Beneficiary** " (Project Partner), represented by Raini Jõks,

of the other part,

Have agreed as follows:

Article 1 – Subject

1. Having regard to the Grant agreement of the project “**Multilingual Car Mechanics E-Pictionary**“ concluded between the **Coordinator** and the **National Agency of Erasmus+ program in Lithuania**, the **Coordinator** and the **Beneficiary** (Project partner) commit themselves to carrying out the work programme covered the contract mentioned above. The main task of the **Beneficiary** is implement translation of <https://carpictionary.eu/> content to the Estonian language, submit it to the Coordinator in agreed manner, actively participate in dissemination and promotion of the created Intellectual Output, acting according to the Project Application (annexed to this Agreement).
2. The grant of the whole project for the contractual period shall be of a maximum amount of

29 450,00 EUR and shall take the form of unit contributions and reimbursement of eligible costs.
3. The final financial contribution shall depend on the evaluation of the quality of the results of the project nr. 2022-1-LT01-KA220-VET-000087272 pursuant to the rules laid down at Annexes III and IV of the Agreement nr. 2022-1-LT01-KA220-VET-000087272 and agreement itself, but shall, under no circumstances, give rise to a profit.
4. This contract shall regulate relations between the parties, and their respective rights and obligations with regard to their participation in the project nr. 2022-1-LT01-KA220-VET-000087272 under the Agreement passed between the **National Agency** and the **Coordinator**.

5. The subject matter of this Agreement and related information in the annexes form an integral part of this contract and each party declares to have read and approved that.

Article 2 – Duration

1. The project referred to the Article I has duration of 24 months. It starts on **2022-10-01** and ends on **2024-09-30**.
2. This contract enters into force on the date of signature by the last of both participating parties to the contract and terminates at the moment of payment of the balance of the contract, as mentioned in Article 7/Payments.
3. The period of eligibility of the costs starts on **2022-10-01** and finishes on **2024-09-30**.

4. Article 3 - General obligations and roles of the beneficiaries

The Beneficiaries:

1. are jointly and severally liable for carrying out the action in accordance with the Agreement concluded between the **National Agency** and the **Coordinator**. If a beneficiary fails to implement its part of the action, the other beneficiaries become responsible for implementing this part (*but without increasing the maximum amount of the grant*);
2. must comply jointly or individually with any legal obligations they are bound by under applicable EU, international and national law;
3. must make appropriate internal arrangements to implement the project properly. The arrangements must be consistent with the terms of the Agreement concluded between the **National Agency** and the **Coordinator**. If provided for in the Special Conditions, those arrangements must take the form of an internal cooperation agreement between the beneficiaries.

Article 4 – General obligations and role of each beneficiary

Beneficiary must:

1. to take all the steps necessary to prepare for, perform and correctly manage the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement nr. 2022-1-LT01-KA220-VET-000087272 concluded between the **Coordinator** and the **Beneficiary**;
2. to comply with all the provisions of Agreement nr. 2022-1-LT01-KA220-VET-000087272 binding **the Coordinator** and **the Beneficiary**;

3. to communicate to **the Coordinator** any information or document required by the latter that is necessary for the management of the project;
4. inform **the Coordinator** immediately:
 - a. of any events or circumstances of which the beneficiary is aware, that are likely to affect or delay the implementation of the *project*;
 - b. of any change in its legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative;
5. submit in due time to the coordinator:
 - a. the data needed to draw up the reports, financial statements and other documents provided for in the Agreement;
 - b. all the necessary documents required for audits, checks or evaluations.
6. to accept responsibility for all information communicated to the Coordinator, including details of costs claimed and, where appropriate, ineligible expenses;
7. to define in conjunction with the **Coordinator** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights.

Article 5 – Obligations of the Coordinator

The Coordinator must:

1. to take all the steps necessary to prepare for, perform and correctly manage and monitor the work programme set out in this contract and in its annexes, in accordance with the objectives of the project as set out in the Agreement concluded between the **National Agency, Coordinator** and **Beneficiary**;
2. to send to the **Beneficiary** a copy of various reports and of any other official document concerning the project;
3. to notify and provide the **Beneficiary** with any amendment made to the Agreement nr. 2022-1-LT01-KA220-VET-000087272 concluded with the **National Agency**;
4. to define in conjunction with the **Beneficiary** the role and rights and obligations of the two parties, including those concerning the attribution of the intellectual property rights;

5. to comply with all the provisions of Agreement nr. 2022-1-LT01-KA220-VET-000087272 binding the **Coordinator** to the **National Agency**.

Article 6 – Financing

1. The total expenditure (which could be granted) to be committed by the **Beneficiary** for the period covered by this contract is estimated at **29 450,00 EUR**.
2. The beneficiary is allowed to transfer up to **5%** of the funds allocated for Project management and implementation, Transnational Project Meetings, Intellectual Outputs, Multiplier Events, Learning/teaching/training activities and Exceptional costs to any other budget category with the exception of the budget categories Project management and implementation costs and Exceptional costs and **only after written agreement (e-mail or paper) with Coordinator**.
3. Any budget transfer shall result in an increase of maximum 5% of the amount awarded to that budget category as specified in Annex I. **Transfers between budget categories could be made just after agreement in written form (e-mail or paper) with Coordinator**.

Article 7 – Co-financing

The **Beneficiary's** financial contribution to the project amounts to 10 % of eligible exceptional costs if referred to the Beneficiary.

Article 8 – Payments

1. The **Coordinator** commits himself to carrying out payments relating to the subject matter of this contract to the **Beneficiary** according to the achievement of the tasks and according to the following schedule:

| | | |
|-------------------------|------------|---|
| 1 st payment | EUR – 40% | Within 30 calendar days after signing this contract (both sides) and receiving the first advanced payment from the National Agency. |
| 2 nd payment | EUR – 40 % | Within 30 calendar days after receiving the 2 nd |

| | | |
|---------------|-----------|--|
| | | payment from the National Agency which will be done after Beneficiary Interim/Progress report approval. |
| Final payment | EUR – 20% | Within 30 calendar days after receiving the final payment from the National Agency which will be done after the Coordinator Final report approval. |

2. All payments shall be regarded as advances pending explicit approval by the **National Agency** of the final report, the corresponding cost statement and the quality of the results of the project.

Article 9 – Currency requests for payments and payments

1. All payments will be made in Euro.
2. Where the partner keeps its general accounts in Euro, it shall convert costs incurred in another currency into Euro according to its usual accounting practices.
3. Where the Partner keeps its general accounts in a currency other than the Euro, it shall convert costs incurred in another currency into Euro at the average of the daily exchange rates published in the C series of Official Journal of the European Union, determined over the corresponding reporting period. Where no daily Euro exchange rate is published in the Official Journal of the European Union for the currency in question, conversion shall be made at the average of the monthly accounting rates established by the Commission and published on its website (http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/infoeuro_en.cfm), **applicable at the time when the last of the two parties (National Agency and Coordinating institution) signed the Grant agreement**, ensuring that they always receive the Euro counter equivalent and determined over the corresponding reporting period.

Article 10 – Financial obligation of Beneficiary

1. Beneficiary undertake to accomplish planned activities following project application and updated plans, which has to be agreed with all partners, and to use planned budget (see Annex I to this Agreement).
2. For activities and tasks accomplishment Beneficiary should use planned budget (see Annex I to this Agreement) and if all activities and tasks are implemented as planned in application all planned budget (see Annex I) has to be spent till the end of the project. Seeing financing mechanism

2. The **Beneficiary** shall provide the **Coordinator** with any information and document required for the preparation of the final report and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* by **2024-06-30** at the latest.
3. The **Beneficiary** undertakes to submit the reports to Coordinator in English language.
4. The Beneficiary agrees to supply to the Coordinator all the information that the latter finds necessary to ask for, concerning the implementation of the present Contract.
5. The Beneficiary shall promptly inform in written form (e-mail or post) the Coordinator of any delay in the performance of the activities undertaken by the Partner under the present Contract.

Article 13 – Duty to keep documents

1. The Beneficiary must keep all original documents, especially accounting and tax records, stored on any appropriate medium, including digitalised originals when they are authorised by their respective national law and under the conditions laid down therein, during a period of five years starting from the date of payment of the balance.
2. The period during which documents must be kept is limited to three years if the maximum amount of the grant is not more than EUR 60 000.

Article 14 – Monitoring and supervision

1. The **Beneficiary** shall provide without delay the **Coordinator** with any information that the latter may request concerning the carrying out of the work programme covered by this contract.
2. The **Beneficiary** shall make available to the **Coordinator** any document making it possible to check that the aforementioned work programme is being or has been carried out.

Article 15 – Liability

which determine that maximum 80% (of total granted) is received in the project development period and 20% (of total granted) after project ends, i.e. within 60 calendar days after submitting the final report from the National Agency which will be done after Beneficiary Final report approval (see Article 7/Payments), beneficiary is acknowledged and takes responsibility to make input (maximum 20% of eligible costs, which are settled in Annex I) to project account from their own institutional funds. Payment of maximum 20% of eligible costs of project eligible budget is available by National Agency to the Coordinator and later on by the Coordinator to Beneficiary after the Project Final Report approval only if all planned budget is spent in project development period (from **2022-10-01** to **2024-09-30**) and all activities are handled out as planned in Application.

Article 11 – Beneficiaries bank account

Name of the Bank: AS SEB

Address of the Bank: Tornimäe 2, 15010 Tallinn

Account holder: Tartu Linnavalitsus (75006546) / Tartu City Government (75006546)

IBAN: EE521010220032600015

BIC / SWIFT: EEUHEE2X

The account or sub-account specified in the Grant Agreement and to which the Erasmus+ grant will be paid should be:

- in the name of the Beneficiary (personal accounts are not acceptable under any circumstances);
- denominated in Euro;
- must be able to identify the payments.

Article 12 – Reports

1. The **Beneficiary** shall provide the **Coordinator** with any information and document required for the preparation of the Interim and (or) Progress reports, and, where appropriate, with certified copies of all the necessary supporting documents *completed and signed by the legal representative* by **2023-05-30** at the latest.

1. Each contracting party shall release the other from any civil liability in respect of damages resulting from the performance of this Agreement, suffered by itself or by its personnel, to the extent that these damages are not due to the serious or intentional negligence of the other party or its personnel.
2. The **Beneficiary** shall protect the European Commission, the **Coordinator** and their personnel against any action for damages suffered by third parties, including project personnel, as a result of the performance of this contract, to the extent that these damages are not due to the serious or intentional negligence of the EC, the **Coordinator** or their personnel.

Article 16 – Termination of the contract

1. The **Coordinator** may terminate the contract if the **Beneficiary** has inadequately discharged or failed to discharge any of the contractual obligations, insofar as this is not due to *force majeure*, after notification of the **Beneficiary** by registered letter has remained without effect for one month.
2. The **Beneficiary** shall immediately notify the **Coordinator**, supplying all relevant information, of any event likely to prejudice the performance of this contract.

Article 17 – Usage of the results of the project

1. The **Beneficiary** undertakes to disseminate freely accessible information on the Project implementation activities at national and (or) international levels.
2. The **Beneficiary and Coordinator** undertake to provide free access in the Internet to the intellectual outputs developed within the Project.

Article 18 – Amendments or additions to the contract

Amendments to this contract shall be made only by a supplementary Agreement signed on behalf of each of the parties by the signatories to this contract.

Annexes

I. Detailed budget relating to the activities of the **Beneficiary**.

II. Description of the tasks and responsibilities.

SIGNATURES

For the **Coordinator**

[signature]

[stamp(if applicable)]

Elena Pelakauskiene
Principal

Done at Vilnius

Date: 2022-09-



For the **Beneficiary**

[signature]

[stamp(if applicable)]

Raini Jõks
Principal

Done at Tartu

Date: 2022-09-06

